

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MyTravel Group plc

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other English public limited company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: AE Europe, LLC

Address: 39 Commercial Street, Portland, Maine 04101

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Delaware limited liability company

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Effective Date: December 19, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): 76/145351

Additional numbers attached? Yes No

B. Trademark Registration No.(s):

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley M. Smith
 Senior Legal Assistant
 Kirkland & Ellis
 153 East 53rd Street
 New York, NY 10022-4675
 Telephone (212) 446-4800
 Fax (212) 446-49000

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40
 Enclosed
 Authorized to be Charged to Deposit Account

8. Deposit Account No. 111098
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley M. Smith Hayley Smith 12/31/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents and Trademarks, Box Assignments, Washington D.C. 20231

CH \$40.00 111098 76145351

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of December 19, 2003 (the "Effective Date") by and between MyTravel Group plc (formerly AirTours plc), an English public limited company ("Assignor"), and AE Europe, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Auto Europe, LLC, AE Europe Limited, Auto Europe Deutschland GmbH, Parkway Australia Holdings Pty Limited, MyTravel Group plc (collectively, the "Sellers") and Assignee have entered into a certain Asset Purchase Agreement dated as of November 16, 2003 (the "APA"), providing for, among other things, the sale, conveyance, transfer and delivery by the Sellers of all right, title and interest in and to intellectual property owned by or licensed to the Sellers and primarily used or held for use in the business of leisure car rental services; and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to the marks and/or trade names set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks.

Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.

Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Governing Law. This Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 12.7 of the APA.

Defined Terms. Any defined term not specifically defined herein shall have the meaning specified in the APA.

Integration. This Agreement, together with the APA and its Exhibits and Schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.

Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has duly executed this Trademark
Assignment Agreement as of the date first above written.

MYTRAVEL GROUP PLC

By: *Gregory Joseph McMillon*
Name: GREGORY JOSEPH McMILLON
Title: GROUP COMPANY SECRETARY

In the presence of *Joanna Edwards*
JOANNA EDWARDS
GROUP SECRETARY, MYTRAVEL GROUP PLC

SCHEDULE A

Mark	Country	Serial/Reg. No.
AUTOEUROPE	Australia	853332
AUTOEUROPE	Bahamas	23207
AUTOEUROPE	Barbados	81/12221
AUTOEUROPE	Barbados	81/12222
AUTOEUROPE	Barbados	81/12223
AUTOEUROPE	Barbados	81/12224
AUTOEUROPE	Bulgaria	43137
AUTOEUROPE	Canada	1078405
AUTOEUROPE	Cuba	2000-1540
AUTOEUROPE	Cyprus	58871
AUTOEUROPE	Cyprus	58872
AUTOEUROPE	Cyprus	58873
AUTOEUROPE	Cyprus	58874
AUTOEUROPE	Dominican Republic	119612
AUTOEUROPE	Dominican Republic	119683
AUTOEUROPE	Dominican Republic	119684
AUTOEUROPE	Dominican Republic	119685
AUTOEUROPE	European Community	1897420
AUTOEUROPE	Indonesia	D00-23897
AUTOEUROPE	Indonesia	498454
AUTOEUROPE	Indonesia	498455
AUTOEUROPE	Indonesia	498450
AUTOEUROPE	Jamaica	B38385
AUTOEUROPE	Malta	32162
AUTOEUROPE	Mexico	704460
AUTOEUROPE	Mexico	700460
AUTOEUROPE	Mexico	705496
AUTOEUROPE	Mexico	700459
AUTOEUROPE	Norway	218831
AUTOEUROPE	Poland	Z-225382
MYTRAVEL AUTOEUROPE	Switzerland	492899
AUTOEUROPE	Thailand	144152
AUTOEUROPE	Thailand	Bor17466
AUTOEUROPE	Thailand	14941
AUTOEUROPE	Turkey	200021972
AUTOEUROPE	Turkey	200021974
AUTOEUROPE	USA	76/145,351

KIRKLAND & ELLIS LLP

Fax Transmittal

Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
Phone: 212 446-4800
Fax: 212 446-4900

Please notify us immediately if any pages are not received.

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IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR,
PLEASE NOTIFY US IMMEDIATELY AT:
212 446-4800.

To:	Company:	Fax #:	Direct #:	
Assignment Branch	United States Patent & Trademark Office	703-306-5995		
From:	Date:	Pages w/cover:	Fax #:	Direct #:
Hayley M. Smith	December 31, 2003	7 6	212 446-4900	212 446-4727

Message:

Please record the attached assignment between MyTravel Group plc and AE Europe LLC

Sincerely,



Hayley Smith,
Senior Legal Assistant